

AN ORDINANCE

2006-06-29-0725

APPROPRIATING FUNDS AND APPROVING THE PURCHASE OF APPROXIMATELY 5.509 ACRES OF REAL PROPERTY IN FEE SIMPLE FROM J.C.S. PROPERTIES FOR \$971,000.00 AND A RIGHT OF ENTRY FOR \$100.00 AND APPROVING PAYMENT OF CLOSING COSTS OF \$8,700.00 ALL PAYABLE THROUGH SERVICE TITLE COMPANY IN CONNECTION WITH THE LADDIE PLACE REGIONAL STORM WATER FACILITY PHASE II (SPENCER LANE DETENTION) PROJECT, AN AUTHORIZED 2005 STORM WATER REVENUE BOND PROJECT LOCATED IN COUNCIL DISTRICT 1.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The purchase of approximately 5.509 acres of real property in fee simple from J. C. S. Properties for \$971,000 and a right of entry to the property for \$100.00 as stated in the attached Sales Agreement dated May 24, 2006, which is attached as **Exhibit A**, is approved. The payment of normal closing costs of up to \$8,700 is also approved. Closing shall be through Service Title Company or such other title company as may be approved by the owners and the City staff. Exhibit A is incorporated in this ordinance as if set out verbatim.

SECTION 2.

a: The amount of \$979,800.00 is appropriated in fund 48004000, 2005 Stormwater Revenue Bonds, RB-00084-01-01-08 GL account 6102100 – Interfund Transfer out entitled Transfer to 23-03725-90-01. The amount of \$979,800.00 is authorized to be transferred to fund 48099000.

b: The budget in fund 48099000, Project Definition 23-03725, Laddie Place RSWF Phase II (Spencer Lane Detention), shall be revised by increasing WBS element 23-03725-90-01 entitled Trf Fr RB-00084-01-01-08, GL account 6101100 – Interfund Transfer In, by the amount of \$979,800.00.

c: The amount of \$971,000.00 is appropriated in Fund 48099000, Municipal Drainage Capital Projects, Project Definition 23-03725, Laddie Place RSWF Phase II (Spencer Lane Detention), WBS element 23-03725-03-02-04, entitled Acquisition, G/L Account 5209010, and is authorized to be encumbered and made payable to Service Title Company as Escrow Agent for J.C.S. Properties, a Texas Corporation, for Fee Simple Title on a parcel of land, and Title Fees.

d: The amount of \$8,700.00 is appropriated in Fund 48099000, Municipal Drainage Capital Projects, Project Definition 23-03725, Laddie Place RSWF Phase II (Spencer Lane Detention), WBS element 23-03725-03-02-01, entitled Title, G/L Account 5209010, and is authorized to be encumbered and made payable to Service Title Company as Escrow Agent for J.C.S. Properties, a Texas Corporation, for Fee Simple Title on a parcel of land, and Title Fees.

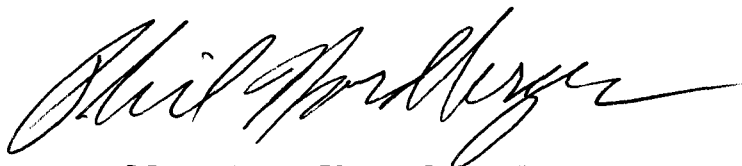
e: The amount of \$100.00 is appropriated in Fund 48099000, Municipal Drainage Capital Projects, Project Definition 23-03725, Laddie Place RSWF Phase II (Spencer Lane Detention),

WBS element 23-03725-03-02-05, entitled Miscellaneous, G/L Account 5209010, and is authorized to be encumbered and made payable to J.C.S. Properties for a right of way entry fee.

f: The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 3. This ordinance shall take effect on the 9th day of July, 2006.

PASSED AND APPROVED this 29th day of June 2006.



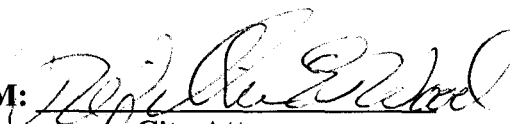
M A Y O R

PHIL HARDBERGER

ATTEST:


City Clerk

APPROVED AS TO FORM:


for City Attorney

*Increase approved
by J. J. J.*

SALES AGREEMENT WITH RIGHT OF ENTRY

STATE OF TEXAS }
 }
 COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, J.C.S. PROPERTIES, a Texas Corporation, acting by and through TOM RODDY, Director and DAVID PALANS, Director, hereinafter referred to as "OWNER" (whether one or more), for good and valuable consideration, the receipt of which is acknowledged, agree(s) to grant, sell and convey certain real property to the CITY OF SAN ANTONIO, hereinafter referred to as "PURCHASER"; a municipal corporation, of the County of Bexar, State of Texas, whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, for the consideration herein stated and subject to the terms herein stated, upon the following described real property, to-wit:

A 5.509 acre tract of land out of Lot 13, N.C.B. 8410 recorded in Volume 4181, Page 85 of the Plat Records of Bexar County, Texas. Said 5.509 acre tract known as the Laddie Place Regional Storm Water Facility-Phase II Project (Parcel No. 17972) and being more particularly by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all intents and purposes; —(hereinafter "the Premises.");

TOTAL PURCHASE PRICE: ~~Eight Hundred Forty Thousand and no/100 dollars (\$840,000.00)~~ *Nine Hundred Seventy One Thousand and no/100 dollars* ^W paid by the "PURCHASER" for the Premises to be conveyed by this contract. *(\$ 971,000.00)*

SPECIAL CONDITIONS: None

CONSENT AND SUBORDINATION: OWNER hereby agrees to furnish PURCHASER a Consent and Subordination of Lien Agreement, if requested, applicable to the Premises, on or before closing. The form of the Consent and Subordination of Lien Agreement shall be a form as approved by PURCHASER. OWNER further agrees to assist PURCHASER in obtaining such other Consent and Subordination of Lien Agreements as may be reasonably requested by PURCHASER from other parties who have interests in the Premises.

ACCORD AND SATISFACTION: The Purchase Price (exclusive of the Right of Entry payment set out below) includes full accord, satisfaction and compensation for all demands and damages to the remaining property (both real and personal) of the OWNER, if any.

PREPARATION AND EFFECTIVENESS OF DOCUMENTS: The PURCHASER, without expense to the OWNER, shall prepare the conveyance documents and shall bear the expense of all closing costs. SERVICE TITLE COMPANY shall act as escrow agent and the OWNER, upon demand by the PURCHASER, agrees to deliver all documents necessary, duly executed, including a General Warranty Deed, to convey legal, indefeasible, and marketable title to the Premises, to the escrow agent at its San Antonio office, and agree that the rights conveyed therein become effective at closing. The Purchase Price is payable at the time of the closing. All documents shall be in form reasonably approved by PURCHASER.

BINDING EFFECT: This contract shall not be binding upon PURCHASER until it is executed by the PURCHASER, acting by and through its City Manager or other designated official, and approval is granted by the City Council. This contract contains the entire consideration for the rights conveyed herein, it being agreed and understood that there is no other agreement regarding the Premises between OWNER and the PURCHASER, or any officer, agent, contractor or employee of the PURCHASER.

EXHIBIT A

DEFECTS IN TITLE: If examination of title or any other source discloses any defects in the title, in the opinion of the PURCHASER, that cannot be cured in a reasonable time or which negatively impact the value of the Premises, then the PURCHASER, in lieu of completing the purchase of the Premises, may proceed to acquire the same by condemnation. The OWNER agrees, as an independent stipulation, to such condemnation upon payment of "just compensation". "Just compensation" shall be deemed and is the Purchase Price above stated, which price the OWNER hereby, declares to be the fair market value of its interest in the Premises.

NATURE OF INTEREST CONVEYED: Unless stated otherwise specifically below in this provision, the interest to be conveyed pursuant to this contract is/are permanent and irrevocable.

If purchaser has not acquired title to the premises prior to October 31, 2006, then this agreement shall terminate and owner shall have no obligation to sell and purchasers shall have no right to purchase the premises

RIGHT OF ENTRY

It is agreed and understood that OWNER and OWNER'S legal representatives, successors and/or assigns, hereby consent and agree to allow PURCHASER, its agents, employees, and/or its contractors to enter upon and take possession of the Premises immediately upon execution of this contract to permit commencement of construction and any and all activities related thereto. PURCHASER shall pay OWNER the sum of ONE HUNDRED DOLLARS (\$100.00) as full and final consideration for the immediate right of entry and right to commence construction and OWNER acknowledges the sufficiency of such sum as full and final consideration for the right of entry on to the Premises and right of commencement as described herein. The consideration stated herein is independent consideration not included in the Purchase Price and is payment only for the Right of Entry.

EXECUTED this the 24 day of May, A.D., 2006.

WITNESS(ES):

[Signature]
Alfred J. Cahoon

OWNER(S):

J.C.S. PROPERTIES a Texas Corporation

By: [Signature]
Tom Roddy, Director

By: [Signature]
David Palans, Director

ACCEPTED:

CITY OF SAN ANTONIO

BY: STEVEN F. HODGES
REAL ESTATE MANAGER

OWNER'S ADDRESS:

130 Spencer Lane
San Antonio, TX 78201-2163

PARCEL ADDRESS:

130 Spencer Lane
San Antonio, TX 78201-2163

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the _____ day of _____, 2006,
by _____.

Notary Public Signature

AFTER RECORDING
PLEASE RETURN TO:
Real Estate Section/9th Floor
City of San Antonio
P. O. Box 839966
San Antonio, TX 78283-3966

PROJECT: LADDIE PLACE REGIONAL STORM WATER FACILITY –
PHASE II

Parcel No. 17972
Property Acquisition
5.509 Acre Tract
Fee Simple

Being a 5.509 acre tract of land out of Lot 13, N.C.B. 8410 recorded in Volume 4181, Page 85 of the Plat Records of Bexar County, Texas and being more particularly described by metes and bounds as follows.

Commencing at a found ½" iron pin at the south west corner of the Spencer Lane and Vance Jackson Road intersection. Thence with the south right-of-way line of Spencer Lane as follows; S 89°43' 57" W, 25.40 feet, thence along a curve to the right with an arc length of 311.43 feet and a radius of 430.00 feet, thence a curve to the left having an arc length of 266.36 feet and a radius of 370.00 feet to a found ½" iron pin, Thence, S 89°43' 57" W, 530.29 feet to an iron pin set for the north east corner of this tract. Said north east corner also being the "Point of Beginning" for this tract.

THENCE: South 00°16'07" East, a distance of 407.80 feet to an iron pin set for the south east corner of this tract. Said corner also being a point on the north line of a 15.00 foot alley recorded in Dausin Addition Subdivision Second Filing, Volume 3025, Page 112 of the Plat Records of Bexar County, Texas, and a point on the south line of the said Lot 13, N.C.B. 8410.

THENCE: South 89°42'07" West, a distance of 579.83 feet, with the said south line of Lot 13 also being the said north line of the said 15.00 foot alley to an iron pin set for a corner of this tract.

THENCE: North 41°11'26" West, a distance of 11.58 feet, with the south line of the said Lot 13, also being the north line of Lot 67, N.C.B. 8409 recorded in Battross Subdivision, Volume 9200, Page 57 of the Plat Records of Bexar County, Texas, to an iron pin set for a corner of this tract. Said corner also being the south corner of the remaining portion of Lot 2, recorded in Volume 4181, Page 85, of the Bexar County, Texas Plat Records.

THENCE: North 00°31'25" West, a distance of 399.35 feet with the west line of the said Lot 13, N.C.B. 8410, also being the east line of the remaining portion of Lot 2, N.C.B. 8410 to a iron pin set for the north west corner of this tract. Said corner also being a point on the Spencer Road south right-of-way line.

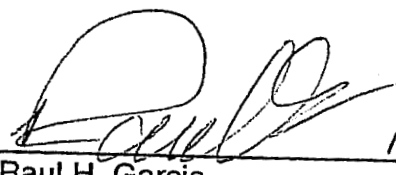
THENCE: North 89°43'57" East, a distance of 589.19 feet, with the Spencer Lane south right-of-way line to an iron pin set for the north east corner of this tract. Said corner also being the "Point of Beginning" for this tract containing approximately 5.509 acres of land.

Note:

1. Bearings are based on Grid North Texas State Plane Coordinate System South Central Zone NAD 83(86)
2. Coordinate and Distances shown are based on A project coordinate system established by Applying a surface adjustment of 1.00017 to State Plane Grid Coordinates NAD 83 (86) Texas State Plane Coordinate System, South Central Zone, U.S. Survey Feet.

SEAL



 1/20/06
Raul H. Garcia
R.P.L.S. Reg. No. 3255